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11 Attorneys for Defendant  
12 METROPOLITAN LIFE INSURANCE COMPANY  
13 (erroneously sued as METROPOLITAN LIFE INSURANCE  
14 COMPANY AND AFFILIATED COMPANIES)

15 UNITED STATES DISTRICT COURT  
16  
17 NORTHERN DISTRICT OF CALIFORNIA  
18  
19 SAN JOSE DIVISION

20 LESLIE C.V. BONNER,

21 Plaintiff,

22 v.

23 METROPOLITAN LIFE INSURANCE  
24 COMPANY AND AFFILIATED  
25 COMPANIES, SAMSUNG  
26 INFORMATION SYSTEMS AMERICA,  
27 INC., KERI L. BONNER, DAMON J.  
28 BONNER, RACHEL A. BONNER and  
DOES 1-100, Inclusive,

Defendants.

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that defendant Metropolitan Life Insurance Company  
(erroneously sued herein as Metropolitan Life Insurance Company And Affiliated Companies)  
("MetLife"), by and through its counsel, hereby removes the above-entitled action, which was  
filed by plaintiff Leslie C.V. Bonner in the Superior Court of the State of California, in and for  
the County of Santa Clara, Case No. 108CV107199 ("Complaint"), to this Court pursuant to 28  
United States Code sections 1331, 1441(a), 1441(b) and 1441(c), on the following grounds:

E-filing

FILED  
08 APR -9 PM 1:12  
RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

RS

CV 08

1898

NOTICE OF REMOVAL UNDER 28 U.S.C.  
§§ 1331, 1441(a), 1441(b) and 1441(c)

**STATUTORY BASIS FOR REMOVAL**

1. 28 United States Code section 1331 provides that “district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.”

2. 28 United States Code section 1441(a) provides that “any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending.”

3. 28 United States Code section 1441(b) provides that “[a]ny civil action of which the district courts have original jurisdiction founded on a claim or right arising under the Constitution, treaties or laws of the United States shall be removable without regard to the citizenship or residence of the parties.”

4. 28 United States Code section 1441(c) states that “[w]henever a separate and independent claim or cause of action within the jurisdiction conferred by section 1331 of this title is joined with one or more otherwise nonremovable claims or causes of action, the entire case may be removed and the district court may determine all issues therein.”

**JURISDICTION**

5. This action is a civil action over which this Court has original jurisdiction under 28 United States Code section 1331, and is one which may be removed to this Court pursuant to the provisions of 28 United States Code sections 1441(a), 1441(b), and 1441(c), in that it seeks life insurance benefits under an employee welfare benefit plan, and therefore arises under the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 United States Code section 1001, *et seq.*

6. Any remaining claims or causes of action in the complaint that are otherwise nonremovable are joined with separate and independent claims or causes of action within the jurisdiction conferred by 28 United States Code section 1331, and the entire case is therefore removable under 28 United States Code section 1441(c).

///

**FACTS SUPPORTING REMOVAL**

7. The Complaint seeks life insurance benefits under an employee welfare benefit plan sponsored by Samsung Information Systems America, Inc. (the "Plan"), the former employer of Plaintiff's husband, now deceased. MetLife issued a group policy of insurance to Samsung Information Systems America, Inc. ("Samsung") to fund life insurance benefits under the Plan. Plaintiff alleges in the Complaint that Samsung employed her husband, Frederick Bonner (the "decedent"), and provided him with life insurance coverage issued by MetLife. Complaint ¶¶ 2, 3, 7. Plaintiff alleges that the decedent initially designated her as beneficiary under the Plan. Complaint ¶ 6. Plaintiff alleges that she and the decedent were in the process of getting divorced and, as such, the decedent was prohibited from changing his beneficiary under the Plan. Complaint ¶ 5. Plaintiff alleges that the beneficiary designation was later changed to co-defendants Keri L. Bonner, Damon J. Bonner, and Rachel A. Bonner. Complaint ¶ 9. Plaintiff alleges that the decedent died on May 29, 2007. Complaint ¶ 1. Plaintiff alleges that she is the sole person entitled to the Plan benefit and seeks to have the Court declare that MetLife is holding the proceeds as an involuntary trustee for Plaintiff. Complaint ¶ 19. These allegations establish on the face of the Complaint that plaintiff is seeking benefits under an employee welfare benefit plan governed by ERISA. *See* 29 U.S.C. § 1002(1).

8. Although the Complaint does not expressly mention ERISA,<sup>1</sup> and purports to be brought entirely under state law, the Causes of Action pleaded therein, and each of them, are disguised by artful pleading, and arise under and are completely preempted by ERISA. The Causes of Action, and each of them, seek remedies for alleged failure to provide life insurance benefits allegedly due to Plaintiff under the terms of the Plan, and thus either seek payment of benefits covered by ERISA or are completely preempted by ERISA insofar as they assert theories of liability or seek damages and other remedies, including extracontractual damages, that are not available under ERISA. 29 U.S.C. § 1144; *Metropolitan Life Ins. Co. v. Taylor*, 481 U.S. 58, 62-67 (1987); *Massachusetts Mutual Life Ins. Co. v. Russell*, 473 U.S. 134, 145-48 (1985).

<sup>1</sup> Except in reference to a letter MetLife sent to Plaintiff prior to commencement of this lawsuit.

9. Plaintiff has standing to sue under ERISA because she has alleged a colorable claim for benefits under a Plan governed by ERISA, in which the decedent was a participant and in which she allegedly was, at one time, designated as a beneficiary. Complaint, ¶¶ 1, 2, 3, 6, 7, 8; *Firestone Tire & Rubber Co. v. Bruch*, 489 U.S. 101, 117 (1989); *McLeod v. Oregon Lithoprint Inc.*, 46 F.3d 956, 958 (9th Cir. 1995).

#### **JOINDER OF OTHER DEFENDANT IS NOT NECESSARY**

10. On information and belief, co-defendants Samsung Information Systems America, Inc., Keri L. Bonner, Damon J. Bonner, and Rachel A. Bonner have not been served with the Complaint and summons in this action. Therefore, co-defendants need not join in the Notice of Removal. *Salveson v. W. States Bankcard Ass'n*, 731 F.2d 1423, 1429-30 (9th Cir. 1984), *superseded by statute on other grounds as stated in Ethridge v. Harbor House Rest.*, 861 F.2d 1389 (9th Cir. 1988).

#### **TIMELINESS OF REMOVAL PETITION**

11. On March 3, 2008, plaintiff filed the Complaint in the Superior Court of the State of California, in and for the County of Santa Clara, entitled *Leslie C.V. Bonner v. Metropolitan Life Insurance Company and Affiliated Companies, et al.*, Case No. 108CV107199. True and correct copies of the Complaint and summons are attached hereto as Exhibit A.

12. The first date which MetLife received a copy of the Complaint was March 11, 2008, the date that MetLife received the Complaint and summons by mail.

13. No other pleadings or papers have been filed, served, or received by MetLife, other than the Complaint, summons, and proof of service.

14. This Notice of Removal is filed with this Court within 30 days of the earliest date on which MetLife first was served with a copy of the initial pleadings in the above-entitled action. This removal is thus timely under 28 United States Code section 1446(b).

///

///

///

///

1 WHEREFORE, MetLife removes the above-entitled action to this Court, and requests  
2 that the Court assume jurisdiction over this action.

3 DATED: April 9, 2008

SEDGWICK, DETERT, MORAN & ARNOLD LLP

4  
5 By: 

6 Rebecca A. Hull  
7 Shawn M. Wrobel  
8 Attorneys for Defendant  
9 METROPOLITAN LIFE INSURANCE  
10 COMPANY (erroneously sued as  
11 METROPOLITAN LIFE INSURANCE  
12 COMPANY AND AFFILIATED COMPANIES)  
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NANCIE YOMTOV  
State Bar No. 96252  
210 N. Fourth Street, #101  
San Jose, CA 95112-5558  
Tel: (408) 993-0808  
Fax: (408) 271-9476

Attorney for Plaintiff

ENCLOSED

2008 MAR -3 P 2:28

RECEIVED  
COMM. CLERK  
BY: A. HHS

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CLARA

Case No.: 1-08 CV

108CV107199

LESLIE C.V. BONNER

Plaintiff,

Vs.

METROPOLITAN LIFE  
INSURANCE AND AFFILIATED  
COMPANIES, SAMSUNG  
INFORMATION SYSTEMS  
AMERICA, INC., KERI L.  
BONNER, DAMON J. BONNER,  
RACHEL A. BONNER

COMPLAINT FOR DECLARATORY RELIEF  
AND CONSTRUCTIVE TRUST

AND DOES 1 to 100,  
INCLUSIVE

DEFENDANTS.

MetLife

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Plaintiff, Leslie C.V. Bonner, alleges as follows:

FOR THE FIRST CAUSE OF ACTION: DECLARATORY RELIEF:

1. Plaintiff, Leslie Bonner, (hereinafter, Leslie) was at  
all time relevant, a resident of San Joaquin County, California.  
She is the surviving spouse of Frederick Bonner, who died on or  
about May 29, 2007, (hereinafter, Frederick).

2. Defendant, Metropolitan Life Insurance and Affiliated

1 Companies (hereinafter, Metlife) is, and at all times mentioned  
2 herein, a corporation authorized to transact business and was  
3 and is transacting business as a group life insurer in the State  
4 of California. Defendant Metlife provided life insurance for the  
5 employees of Defendant Samsung, including Frederick, the husband  
6 of the Plaintiff. Said Plan (hereinafter, The Plan) was and is  
7 designated as Samsung Electronics America/121437.  
8

9 3. Defendant, Samsung Information Systems America, Inc.,  
10 (hereinafter, Samsung) is, and at all times mentioned herein, a  
11 corporation with its principal place of business located in  
12 Santa Clara County, California and authorized to transact  
13 business and was and is transacting business as an employer in  
14 the State of California in the County of Santa Clara. As an  
15 employer, Samsung contracted with Metlife to provide life  
16 insurance for its employees, under The Plan, including their  
17 employee, Frederick Bonner, the deceased husband of Plaintiff,  
18 Leslie Bonner.  
19

20 4. Defendant, Keri Bonner, (hereinafter, Keri) is the adult  
21 child of Frederick Bonner, and at all time mentioned herein does  
22 and has resided in Chino Hills, California, County of San  
23 Bernardino.  
24

25 5. Defendant, Damon Bonner, (hereinafter, Damon) is the  
26 adult child of Frederick Bonner, and at all time mentioned  
27 herein does and has resided in Los Banos, California, County of  
28 San Benito.

MetLife  
MAR 11 2008



1           6. Defendant, Rachel Bonner, (hereinafter, Rachel) is the  
2     minor child of Plaintiff, Leslie and Frederick, and at all times  
3     mentioned herein does and has resided in San Joaquin County,  
4     California.

5           7. Plaintiff, Leslie, designates all persons unknown  
6     claiming any right, title, or interest, whether legal or  
7     equitable, present or future, vested or non-vested, successor  
8     defendants, (hereinafter sometime referred to as "the successor  
9     defendants"), and each of them, claim some right, title, estate,  
10    lien, or interest of the hereinafter described property adverse  
11    to Plaintiff's claims, and each of them, as DOES 1 through 100  
12    inclusive.

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14           4. Plaintiff is ignorant of the true names and capacities  
15    of the defendants sued herein as DOES 1 through 100, and  
16    therefore sues these defendants by such fictitious names.  
17    Plaintiff will amend this Complaint to allege their true names  
18    and capacities when ascertained. Plaintiff is informed and  
19    believes, and thereon alleges that each of these fictitiously  
20    named defendants claim some right, title, estate, lien, or  
21    interest in the hereinafter described property adverse to  
22    Plaintiff rights as described below and their claims and each of  
23    them constitute a claim adverse to Plaintiff's claim to the  
24    below described property.

25  
26  
27           5. At the time of Frederick's death the parties had been  
28    involved in a Dissolution action in San Joaquin County, Action



1 No. FL 347001. Frederick had been served with the Summons and  
 2 Petition, on or about August 13, 2006. A proof of service of said  
 3 Summons is attached hereto as Exhibit A. Said Summons contained  
 4 Automatic Temporary Restraining Orders, (hereinafter, ATROs)  
 5 which, in the pertinent parts pursuant to California Family Code  
 6 Section 2040 provides that said Restraining Orders go into effect  
 7 automatically upon the filing of a Petition for Dissolution,  
 8 Legal Separation or Nullity. Petitioner is subject to the ATROs  
 9 immediately upon the filing of the Petition. Respondent is  
 10 subject to these ATROs upon the Summons being served on him:

12 At subsection c. of said Code Section, the parties are  
 13 prohibited from doing any of the following:

14 From cashing, borrowing against, canceling,  
 15 transferring, disposing of, or changing the  
 16 beneficiaries of any insurance or other coverage,  
 17 including life, health, automobile, and disability,  
 18 held for the benefit of the parties and their child or MetLife  
 19 children for whom support may be ordered. (emphasis added).  
 20  
 21

22 6. Plaintiff is informed and believes and thereon alleges  
 23 that on July 14, 2006, Frederick had designated Leslie as his  
 24 sole primary beneficiary on The Plan issued by Metlife to the  
 25 employees of Samsung.  
 26

27 7. Plaintiff is informed and believes that at the time of  
 28 Frederick's death the above referred to Metlife Plan was still in

1 effect and that Frederick was still an employee of Defendant  
2 Samsung, and, therefore, his life was still insured by said group  
3 life insurance policy, The Plan.

4 8. Plaintiff is informed and believes, and thereon alleges  
5 that the life insurance proceeds of the Plan on the life of  
6 Frederick are the approximate sum of \$240,000.

7 9. Plaintiff is informed and believes and thereon alleges  
8 that on November 27, 2006, Frederick had designated Defendants  
9 Keri, Damon and Rachel as co-equal primary beneficiaries, re said  
10 Plan and had excluded Leslie from any share of said Plan policy  
11 proceeds.  
12

13 10. Plaintiff avers that at the time of Frederick's death,  
14 the parties were still married and the Plaintiff was and is the  
15 surviving spouse of Frederick.

16 11. Plaintiff alleges that at the time of Frederick's  
17 death, there were no orders other than the ATROs regarding  
18 property division and that both parties, Leslie and Frederick,  
19 were still under the ATROs of Family Code Section 2040.  
20

21 12. After the death of Frederick the Plaintiff filed a  
22 claim with Metlife for the proceeds of the Plan payable on the  
23 death of Frederick. Plaintiff received a letter from Metlife  
24 indicating that at the time of Fredericks' death he had changed  
25 the beneficiary of the Plan, and that the Plaintiff was no longer  
26 the beneficiary. Further, Metlife claimed that the terms of  
27 Employee Retirement Income Act of 1974, as amended (ERISA) 29  
28

MetLife

1 U.S.C. § 1001-1461 (hereinafter, ERISA,) and that pursuant to the  
2 Plan description, the employee, Frederick, was free to change the  
3 beneficiary.

4 13. Plaintiff is informed and believes and thereon alleges  
5 that the Defendants Keri and Damon have made claims to the  
6 proceeds of the Plan.

7 14. Upon receiving a letter from Metlife denying the  
8 Plaintiff's claims, the Plaintiff sent an appeal to Metlife, a  
9 copy of which is attached as Exhibit B. Said appeal indicated  
10 that the ATROs constituted sufficient protection to preserve the  
11 beneficiary designation for the Plaintiff. Thereafter, Metlife  
12 responded in a letter dated February 4, 2008, indicating that the  
13 Metlife would not pay the proceeds to any of the claimants. A  
14 copy of the letter from Metlife is attached hereto as Exhibit C.  
15

16 15. An actual controversy has arisen between the parties  
17 with respect to the rights and duties of each under the terms of  
18 the policy and the California Family Code. Plaintiff contends  
19 that she is the rightful sole beneficiary of the proceeds of the  
20 Plan payable on the death of Frederick. Defendants Keri and Damon  
21 dispute Plaintiff's claim. Defendant Rachel is a minor and is not  
22 competent to represent her own interests in said Plan. Defendant  
23 Metlife refuses to pay out the proceeds to the Plaintiff or to  
24 the Defendants, Defendant Samsung has not taken any action to  
25 intercede.  
26

27 16. Plaintiff desires a judicial determination of her  
28

MetLife

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1 rights in the proceeds of the Plan and a declaration as to which  
2 parties' contentions are correct.

3 17. A judicial declaration is necessary and appropriate at  
4 this time under the circumstances herein described in order that  
5 the parties may ascertain their respective rights and duties  
6 under the Plan.

7 WHEREFORE, Plaintiff prays judgment:

8 FOR THE SECOND CAUSE OF ACTION: CONSTRUCTIVE TRUST:  
9

10 18. Plaintiff realleges the allegations as set  
11 forth in Paragraphs 1 through 15 above, as though fully set forth  
12 herein.

13 19. Plaintiff alleges that she is the sole person entitled  
14 to the proceeds of the Plan payable on the death of Frederick,  
15 and that the Defendants Metlife, Samsung, Keri, Damon and Rachel,  
16 or any such defendant named herein as a Doe, are holding the  
17 proceeds as involuntary trustees for the Plaintiff.  
18

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19 WHEREFORE THE PLAINTIFF Prays for judgment as follows:

20 1. That the court declare the respective rights duties and  
21 responsibilities of Plaintiff and defendants under the statutes  
22 in question and that by its declaration and judgment, the court  
23 declare that the Plaintiff is the sole beneficiary of the life  
24 insurance on the life of Frederick Bonner, and that the  
25 beneficiary statement signed by Frederick Bonner after he was  
26 served with the Summons and Complaint in the Family Law action  
27 had no force and effect, and that any beneficiary designation  
28

1 signed by Frederick Bonner naming others as the beneficiaries is  
2 void;

3 2. That the Defendants and each of them, be enjoined from  
4 paying out the proceeds of the life insurance policy on the life  
5 of Frederick Bonner to any person other than the Plaintiff;

6 3. From an order that the Defendants and each of them are  
7 holding the proceeds of said policy on the life of Frederick  
8 Bonner as involuntary trustees for the Plaintiff;

9 4. From an order appointing a Guardian ad Litem for the  
10 minor defendant, Rachel Bonner;

11 5. For such other and further relief as the court deems  
12 proper.

13  
14 6. Dated: 2/24/08 Nancy Yomtov  
15 NANCIE YOMTOV, Attorney for Plaintiff

16 I am the Plaintiff in the above-entitled action. I have  
17 read the foregoing Complaint for Declaratory Relief and  
18 Constructive Trust and know the contents thereof, and I know that  
19 the same is true of my own knowledge except as to those matters  
20 which are therein stated upon my information or belief, and as to  
21 those matters I believe them to be true.

22  
23 Dated: 2/24/08 Leslie Bonner  
24 LESLIE BONNER

25 MetLife  
26 MAR 11 2008  
27 GLI-U-23  
28

SUM-100

**SUMMONS  
(CITACION JUDICIAL)****NOTICE TO DEFENDANT:  
(VISO AL DEMANDADO):**

Metropolitan Life Insurance and Affiliated Companies  
Samsung Information Systems America, Inc,  
Meri L. Bonner, Damon J. Bonner, Rachel A,  
Bonner, Does 1 to 100, Inclusive  
**YOU ARE BEING SUED BY PLAINTIFF:  
(O ESTA DEMANDANDO EL DEMANDANTE):**  
Leslie Bonner

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

ENDORSED

2008 MAR -3 P 2: 28

KENTON COUNTY CLERK  
COURT CLERK  
BY: A. Has

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

**Tiene 30 DIAS DE CALENDARIO** después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

El nombre y dirección de la corte es:

Superior Court, Santa Clara County  
Civil

91 North First Street

San Jose, CA 95113

MetLife

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es:

NANCIE YOMTOV

NANCIE YOMTOV

10 N. Fourth Street, Suite 101

San Jose, CA 95112

(408) 993-0808

DATE:

Clerk, by

A. Has, Deputy

(Fecha)

MAR 03 2008

(Secretario)

(Adjunto)

For proof of service of this summons, use Proof of Service of Summons (form POS-010).

Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).

**NOTICE TO THE PERSON SERVED: You are served**1. ☐ as an individual defendant.2. ☐ as the person sued under the fictitious name of (specify):3. ☐ on behalf of (specify):

under:

☐ CCP 416.10 (corporation)☐ CCP 416.20 (defunct corporation)☐ CCP 416.40 (association or partnership)☐ other (specify):4. ☐ by personal delivery on (date):☐ CCP 416.60 (minor)☐ CCP 416.70 (conservatee)☐ CCP 416.90 (authorized person)

Page 1 of 1



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>NANCIE YOMTOV</b> 96252 Nancie Yomtov 210 N. Fourth Street, Suite 101 San Jose, CA 95112 TELEPHONE NO.: (408) 993-0808 FAX NO.: (408) 271-9476 ATTORNEY FOR (Name):		FOR COURT USE ONLY  <b>ENDORSED</b>  2008 MAR -3 P 2:28  KRISTINE L. ... COURT CLERK DEPT.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 North First Street MAILING ADDRESS: 191 N. First Street CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Civil		
CASE NAME: Bonner v. MetLife		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 1-08-CV-107199 JUDGE: DEPT.:

Items 1-8 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DPD/WD (23) <b>Non-P/DPD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/DPD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input checked="" type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☒ Large number of separately represented parties d. ☐ Large number of witnesses
- b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☐ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): two
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 3/3/08

NANCIE YOMTOV

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

MetLife

MAR 11 2008

GLI-U-23

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## CIVIL CASE COVER SHEET



CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)-Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

## Other PIP/D/W/D (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (not asbestos or toxic/environmental) (24)  
Medical Malpractice (45)  
Medical Malpractice-Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PIP/D/W/D (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/W/D (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PIP/D/W/D

## Non-PIP/D/W/D (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (not medical or legal)  
Other Non-PIP/D/W/D Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (not unlawful detainer or wrongful eviction)  
Contract/Warranty Breach-Seller Plaintiff (not fraud or negligence)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case-Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (not provisionally complex) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ-Administrative Mandamus  
Writ-Mandamus on Limited Court Case Matter  
Writ-Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal-Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (non-domestic relations)  
Slater State Judgment  
Administrative Agency Award (not unpaid taxes)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (not specified above) (42)  
Declaratory Relief Only  
Injunctive Relief Only (non-harassment)  
Mechanics Lien  
Other Commercial Complaint Case (non-tort/non-complex)  
Other Civil Complaint (non-tort/non-complex)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (not specified above) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief from Late Claim  
Other Civil Petition

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MAR 11 2008

ATTACHMENT CV-5012

**CIVIL LAWSUIT NOTICE**

Superior Court of California, County of Santa Clara  
191 N. First St., San Jose, CA 95113

CASE NUMBER: \_\_\_\_\_

**108CV107199****READ THIS ENTIRE FORM**

**PLAINTIFFS** (the person(s) suing): Within 60 days after filing the lawsuit, you must serve each defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

**DEFENDANTS** (The person(s) being sued): You must do each of the following to protect your rights:

1. You must file a written response to the *Complaint*, in the Clerk's Office of the Court, within 30 days of the date the *Summons* and *Complaint* were served on you;
2. You must send a copy of your written response to the plaintiff; and
3. You must attend the first Case Management Conference.

**Warning:** If you do not do these three things, you may automatically lose this case.

**RULES AND FORMS:** You must follow the California Rules of Court (CRC) and the Santa Clara County Superior Court Local Civil Rules and use proper forms. You can get legal information, view the rules and get forms, free of charge, from the Self-Service Center at 99 Notre Dame Avenue, San Jose (408-882-2900 x-2926), or from:

- State Rules and Judicial Council Forms: [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms) and [www.courtinfo.ca.gov/rules](http://www.courtinfo.ca.gov/rules)
- Local Rules and Forms: <http://www.sccsuperiorcourt.org/civil/rule1toc.htm>
- Rose Printing: 408-293-8177 or [becky@rose-printing.com](mailto:becky@rose-printing.com) (there is a charge for forms)

For other local legal information, visit the Court's Self-Service website [www.sccselfservice.org](http://www.sccselfservice.org) and select "Civil."

**CASE MANAGEMENT CONFERENCE (CMC):** You must meet with the other parties and discuss the case, in person or by telephone, at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

*You or your attorney must appear at the CMC. You may ask to appear by telephone – see Local Civil Rule 8.*

Your Case Management Judge is: Kevin J Murphy Department: 22

The 1<sup>st</sup> CMC is scheduled for: (Completed by Clerk of Court)

Date: JUL 29 2008 Time: 3:00 PM in Department 22

The next CMC is scheduled for: (Completed by party if the 1<sup>st</sup> CMC was continued or has passed)

Date: \_\_\_\_\_ Time: \_\_\_\_\_ in Department \_\_\_\_\_

**ALTERNATIVE DISPUTE RESOLUTION (ADR):** If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at [www.sccsuperiorcourt.org/civil/ADR/](http://www.sccsuperiorcourt.org/civil/ADR/) or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

**WARNING:** Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA**  
**ALTERNATIVE DISPUTE RESOLUTION**  
**INFORMATION SHEET / CIVIL DIVISION**

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Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

***What is ADR?***

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

***What are the advantages of choosing ADR instead of litigation?***

ADR can have a number of advantages over litigation:

- < ADR can save time. A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- < ADR can save money. Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- < ADR provides more participation. Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.
- < ADR provides more control and flexibility. Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- < ADR can reduce stress. ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

***What are the main forms of ADR offered by the Court?***

- < Mediation is an informal, confidential process in which a neutral party (the mediator) assists the parties in understanding their own interests, the interests of the other parties, and the practical and legal realities they all face. The mediator then helps the parties to explore options and arrive at a mutually acceptable resolution of the dispute. The mediator does not decide the dispute. The parties do.
- < Mediation may be appropriate when:
  - < The parties want a non-adversary procedure
  - < The parties have a continuing business or personal relationship
  - < Communication problems are interfering with a resolution
  - < There is an emotional element involved
  - < The parties are interested in an injunction, consent decree, or other form of equitable relief

-over-

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) <b>NANCIE YOMTOV</b> Nancie Yomtov 210 N. Fourth Street, Suite 101 San Jose, CA 95112 TELEPHONE NO.: (408) 993-0808 FAX NO (Optional): (408) 271-9476 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		96252		FOR COURT USE ONLY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS 191 North First Street MAILING ADDRESS 191 N. First Street CITY AND ZIP CODE San Jose, CA 95113 BRANCH NAME Civil				CASE NUMBER 1-08 CV 107199	
PETITIONER/PLAINTIFF Leslie Bonner RESPONDENT/DEFENDANT Metlife, et al				JUDGE: Kevin J. Murphy DEPT.: 22	
<b>PROOF OF SERVICE-CIVIL</b> Check method of service (only one): CERTIFIED MAIL, Return Receipt <input type="checkbox"/> By Personal Service <input checked="" type="checkbox"/> By Mail <input type="checkbox"/> By Overnight Delivery <input type="checkbox"/> By Messenger Service <input type="checkbox"/> By Facsimile <input type="checkbox"/> By E-Mail/Electronic Transmission					

(Do not use this Proof of Service to show service of a Summons and Complaint.)

- At the time of service I was over 18 years of age and not a party to this action.
- My address is (specify one):
  - ☒ Business: 210 North fourth Street Suite 101 San Jose, CA 95112
  - ☐ Residence:
- On (date): March 5, 2008 I served the following documents (specify):
  - Complaint for Declaratory Relief and Constructive Trust
  - Summons
  - Civil Cover Sheet
  - Civil Lawsuit Notice☐ The documents are listed in the Attachment to Proof of Service-Civil (Documents Served) (form POS-040(D)).
- I served the documents on the persons below, as follows:
  - Name of person served:  
METLIFE Insurance Company - Team P. (Brenda)
  - Address of person served:  
5950 Airport Road  
Oriskany, NY 13424
  - Fax number or e-mail address of person served, if service was by fax or e-mail:
  - Time of service, if personal service was used:  
☐ The names, addresses, and other applicable information about the persons served is on the Attachment to Proof of Service-Civil (Persons Served) (form POS-040(P)).
- The documents were served by the following means (specify): Service by Certified Mail
  - ☐ By personal service. I personally delivered the documents to the persons at the addresses listed in item 4.  
 (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.

CASE NAME Bonner v. Metlife	CASE NUMBER: 1-08 CV 107199
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5. b. ☒ By United States mail. I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in item 4 and (specify one): METLIFE Insurance Company - Team P. (Brenda)
- (1) ☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- (2) ☒ placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
- I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at (city and state): San Jose, California - via Certified Mail, Return Receipt
- c. ☐ By overnight delivery. I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
- d. ☐ By messenger service. I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in item 4 and providing them to a professional messenger service for service. (A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)
- e. ☐ By fax transmission. Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed in item 4. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.
- f. ☐ By e-mail or electronic transmission. Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed in item 4. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Michael Mena

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

(If item 5d above is checked, the declaration below must be completed or a separate declaration from a messenger must be attached.)

#### DECLARATION OF MESSENGER

- ☐ By personal service. I personally delivered the envelope or package received from the declarant above to the persons at the addresses listed in item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package, which was clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.

At the time of service, I was over 18 years of age. I am not a party to the above-referenced legal proceeding.

I served the envelope or package, as stated above, on (date):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

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MAR 11 2008

GLI-U-23

PROOF OF SERVICE - CIVIL  
(Proof of Service)

BONNER CIVIL



## INFORMATION SHEET FOR PROOF OF SERVICE-CIVIL

(This information sheet is not part of the official proof of service form and does not need to be copied, served, or filed.)

## USE OF THIS FORM

Note: This proof of service form should not be used to show proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

This form is designed to be used to show proof of service of documents by (1) personal service, (2) mail, (3) overnight delivery, (4) messenger service, (5) facsimile, or (6) e-mail/electronic transmission.

Certain documents must be personally served. For example, an order to show cause and temporary restraining order generally must be served by personal delivery. You must determine whether a document must be personally delivered or can be served by mail or another method.

## GENERAL INSTRUCTIONS

A person must be over 18 years of age to serve the documents. The person who served the documents must complete the Proof of Service. A party to the action cannot serve the documents.

The Proof of Service should be typed or printed. If you have Internet access, a fillable version of this proof of service form is available at [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms).

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as the address on the documents that you served.

Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

Fourth box, left side: Check the method of service that was used. You should check only one method of service and should show proof of only one method on the form. If you served a party by several methods, use a separate form to show each method of service.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Third box, right side: State the judge and department assigned to the case, if known.

Complete items 1-5:

1. You are stating that you are over the age of 18 and that you are not a party to this action.
2. Print your home or business address.
3. List each document that you served. If you need more space, check the box in item 3, complete the *Attachment to Proof of Service-Civil (Documents Served)* (form POS-040(D)), and attach it to form POS-040.
4. Provide the names, addresses, and other applicable information about the persons served. If more than one person was served, check the box on item 4, complete the *Attachment to Proof of Service-Civil (Persons Served)* (form POS-040(P)), and attach it to form POS-040.
5. Check the box before the method of service that was used, and provide any additional information that is required. The law may require that documents be served in a particular manner (such as by personal delivery) for certain purposes. Service by fax transmission or e-mail generally requires the prior agreement of the parties.

You must sign and date the proof of service form. By signing, you are stating under penalty of perjury that the information that you have provided on POS-040 is true and correct.

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MAR 11 2008

GLI-U-23

JS 44 (Rev. 12/07) (and rev 1-16-08)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

## I. (a) PLAINTIFFS

Leslie C.V. Bonner

## DEFENDANTS

Metropolitan Life Insurance Company and Affiliated Companies, et al.

(b) County of Residence of First Listed Plaintiff  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Nancie Yomtov  
210 N. Fourth Street, #101  
San Jose, CA 95112  
Phone: 408-993-0808

County of Residence of First Listed Defendant  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

Rebecca A. Hull  
Sedgwick, Detert, Moran & Arnold LLP  
One Market Plaza, Steuart Tower, 8th Floor  
San Francisco, CA 94105 Phone: 415-781-7900

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☒ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus—Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

## V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

29 USC Section 1132

Brief description of cause:

Plaintiff is seeking benefits from an employee welfare benefit plan

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23  
DEMAND \$

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☐ Yes ☒ No

## VIII. RELATED CASE(S) IF ANY

PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

## IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2)

(PLACE AND "X" IN ONE BOX ONLY)

☐ SAN FRANCISCO/OAKLAND☒ SAN JOSE

DATE

4/9/08

SIGNATURE OF ATTORNEY OF RECORD